



INVITATION FOR BID 49-11 SNOWPLOW AND MATERIAL SPREADER EQUIPMENT

Sealed bids addressed to the City of Rockville, Maryland for the purchase of two (2) Power Angle Snowplows and two (2) Material Spreaders will be received until **2:00 PM; TUESDAY, MAY 24, 2011** at which time, the bids will be publicly opened and read aloud in the MAYOR AND COUNCIL CHAMBERS at the same address.

The bidder assumes full responsible for the timely delivery to the designated location. Bids delivered to any other office or location will not be considered. All bids will be publicly open at the time set for the receipt of bid and read aloud in the Mayor and Council chambers at the same address.

SUBMISSION

All bids must be sealed and labeled on the outside of a sealed container to show the following:

- IFB #49-11 SNOWPLOW AND MATERIAL SPREADER EQUIPMENT
- Name and address of Offeror

All bids are to be addressed and delivered by the date and time specified on the cover to:

Eileen Morris, Purchasing Manager
City of Rockville, Purchasing Department
111 Maryland Avenue
Rockville, Maryland 20850

TECHNICAL AND CONTRACTUAL QUESTIONS

Technical and contractual questions pertaining to this IFB may be submitted via email to Eileen Morris, Purchasing Manager, at emorris@rockvillemd.gov.

Oral answers to questions or oral comments relative to interpretation of requirements or the Bid process will not be provided and will not be binding on the City. Questions will be answered and will be made available in the form of an addendum.

AWARD

Award will be made to the lowest responsive and responsible bidder(s) for each piece of equipment complying with all provisions of the Invitation For Bid, provided the bid prices are reasonable and in the best interest of the City.

W-9

Each bidder shall submit a completed W-9 form with their bid. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

ADDENDUM

To ensure fair consideration for all bidders, any interpretation made to prospective bidders will be expressed in the form of an addendum to the specifications, if such information is deemed necessary for the preparation of proposals or if the lack of such information would be detrimental to the uninformed bidder. Such addendums, if issued, will be posted at the address listed below:

<http://rockvillemd.gov/business/bids.htm#bids>

Please note, that it is the respondents responsibility to check this site frequently for Addendums, which may impact pricing, this documents requirements, terms and/or conditions. Failure to sign and return an Addendum with your response may result in disqualification of proposal.

NOTICE TO BIDDERS

Companies not incorporated in the State of Maryland must be in compliance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations in order to enter into a contract with the City. "Pursuant to 7-201 et seq. of the Corporations and Associations, Article of the Annotated Code of Maryland corporations not incorporated in the State, shall be registered with the Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this state. Before doing any intrastate business in this state, a foreign corporation shall qualify with the Department of Assessments and Taxation."

US TREASURY IDENTIFICATION NUMBER

Bidders must supply with their bids their U.S. Treasury Department Employers' Identification Number as such number is shown on their Employer's quarterly Federal Tax Return (U.S. Treasury Department Form No. 941). This number shall be inserted on the Bid Sheet in the space provided.

QUALIFICATION TO CONTRACT WITH PUBLIC BODY

Bidders must be qualified to bid in the State in accordance with Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1997) in furtherance of obtaining a contract from the state or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

DISABILITY INFORMATION

ANY INDIVIDUALS WITH DISABILITIES WHO WOULD LIKE TO RECEIVE THE INFORMATION IN THIS PUBLICATION IN ANOTHER FORM MAY CONTACT THE ADA COORDINATOR AT 240-314-8100, TDD 240-314-8137.



**CITY OF ROCKVILLE
MARYLAND
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS
NON-CONSTRUCTION**

1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the contractor unless accepted in writing. Words and abbreviations which have well known technical or trade meanings are used in accordance with such meanings.
2. **SUBMISSION OF BID** Unless otherwise specified in the solicitation, all bids are to be submitted in a sealed envelope to the Purchasing Office, 111 Maryland Avenue, Rockville, MD 20850. The envelope shall be clearly marked with the invitation for bid number. Unless otherwise specified, the following forms must be submitted:
 - Bid proposal page(s) in duplicate
 - Non-collusion/non-conviction affidavit
 - References, if requested
 - Other forms as requested in the document.

The bid proposal form must be typed or written in ink. Conditional bids and bids containing escalator clauses will not be accepted. All bids must be regular in every respect and no interlineation, exclusions, or special conditions shall be made or included. Bids must contain an original signature, in the space provided, of an individual authorized to bind the bidder.

3. **LATE BIDS** It is the bidder's responsibility to assure delivery of the bid at the proper time to the designated location. Bids delivered to any other office or location will not be considered.
4. **ADDENDUM** In the event that any addenda to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications will not be binding on the City. Such addendums, if issued, will posted at: <http://rockvillemd.gov/business/bids.htm#bids>

Please note, that it is the bidders responsibility to check this site frequently for Addendums, which may impact pricing, this document's requirements, terms and/or conditions. Failure to acknowledge an addendum on the bid proposal form or to sign and return an Addendum with your response may result in disqualification of proposal.

5. **BID OPENING** All bids received in response to an Invitation for Bid will be opened at the date, time and place specified and publicly read. A tabulation of bids received are posted on the City's website: <http://www.rockvillemd.gov/business/bids.htm>
6. **ACCEPTANCE OF BIDS** Unless otherwise specified, the City will accept or reject any or all bids or any or all items within ninety (90) days after the date of bid opening, unless extended by mutual consent of all parties.
7. **BID WITHDRAWAL** Bids may be withdrawn or modified under the following circumstances:
 - a. Where a mistake is discovered before the bid opening, the bid may be modified or withdrawn by written or electronic notice received by the purchasing agent prior to the time set for bid opening.
 - b. Where a mistake is discovered after the bid opening but prior to contract award, a bid: 1) may be corrected where the error is made and the intended bid price can be determined solely from the bid documents submitted, and the purchasing agent determines that the mistake was inadvertent and bona fide;
 - c. May be withdrawn where the bid was submitted in good faith and the bid price is substantially lower than the other bids due solely to a clerical mistake therein as opposed to a judgment mistake and the mistake was due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by

objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid.

- d. No bid may be withdrawn or award canceled when the result would be prejudicial to the interests of the City or fair competition.
 - e. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or business to whom the contract is awarded, or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
 - f. If a bid is withdrawn or award canceled under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.
 - g. Nothing herein shall prevent the City from rejecting all bids if deemed to be in the interest of the City or fair competition.
8. **BIDDER INTEREST IN MORE THAN ONE BID** Multiple bids received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder, will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.
9. **PRICES** Bids must be submitted on a firm, fixed price, F.O.B. Destination basis only unless otherwise specified herein.
10. **ERRORS IN BIDS** When an error is made in extending total prices, the unit price will govern. Erasures in bids must be initiated by the bidder.
11. **TAX EXEMPTION** The City is exempt from the payment of any federal excise or any Maryland sales tax.
12. **SPECIFICATIONS** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the contract documents. In the process of assembling and binding the bid documents individual pages or drawings may have been inadvertently omitted. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that bid documents are incomplete.
13. **BID AWARD** Award will be made to lowest responsive and responsible bidder complying with all provisions of the Invitation for Bid, provided the price is reasonable and in the best interest of the City to accept. The City reserves the right to award by individual commodities/services, group, all or none or any combination thereof. When a group is specified, all items in the group must be bid.

In determining the responsibility of a bidder, the following criteria will be considered:

- a. The ability, capacity and skill of the bidder to perform the contract or provide the services required;
 - b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
 - c. The character, integrity, reliability, reputation, judgment, experience and efficiency of the bidder;
 - d. The quality of performance on previous contracts or services;
 - e. The previous and existing compliance by the bidder with laws and ordinance relating to the contract or service;
 - f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 - g. The quality, availability and adaptability of the goods or services to the particular use required;
 - h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
 - i. Whether the bidder is in arrears to the City or a debt or contract or is in default on a surety to the City;
 - j. Such other information as may be secured by the City having a bearing on the decision to award the contract.
14. **MULTI-YEAR BIDS** Multi-year contracts may be continued each fiscal year only after funding appropriations have been granted. In the event necessary funding appropriation is not granted, the multi-year contract shall be null and void, effective July 1st of the affected year. Should the vendor decline the City's right to exercise any option period, the City may consider the vendor in default, which may affect that vendor's eligibility for future contracts.
15. **BIDDER'S PAYMENT TERMS** The City will reject as non-responsive a bid under this solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude a bidder from offering a prompt payment discount for payment of proper invoices in less than thirty (30) days.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

16. **INTERPRETATION** Any questions concerning terms, conditions and definitions of the contract and bidding regulations shall be directed in writing to the Purchasing Agent. The submission of a bid shall be prima facie evidence that the bidder thoroughly understands the terms of the contract documents. The Contractor shall take no advantage of any error or omission in these contract documents.
17. **BRAND NAME OR EQUAL** Identification of an item by manufacturer's name, trade or brand name, or catalog number is for information and establishment of a quality level desired and is not intended to restrict competition. Bidders may offer any brand which meets or exceeds the specification, unless 'brand name only' is specified. Bids on other makes and/or models will be considered provided the bidder clearly states on the proposal what is being proposed and forwards with the bid complete descriptive literature indicating how the characteristics of the article being offered will meet the specifications. The City reserves the right to accept or reject items offered as an equal.
18. **EXECUTION OF AGREEMENT** Subsequent to award and within fifteen (15) calendar days after the prescribed forms are presented to the Contractor, the Contractor shall execute and deliver to the City the required Agreement and other forms as requested. Failure of the successful bidder to execute the Agreement and supply other required forms within fifteen (15) calendar days shall constitute a default. The City may either award the contract to the next low responsive and responsible bidder or re-advertise the bids, and may charge against the original bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed. If a more favorable bid is received by a re-advertising, the defaulting bidder shall have no claim against the City for a refund.
19. **PLACING OF ORDERS** Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card - Mastercard) executed by the Purchasing Agent or designee. Where Master Agreements have been released by the City, orders may be placed directly with the Contractor by authorized personnel in the ordering Department(s).
20. **MATERIALS** All materials shall be new and free from defects. They shall be standard products of current manufacture. Unless otherwise noted in the contract documents, the Contractor shall abide by specific manufacturer instructions and recommendations on installation and operation.
21. **DELIVERY** Time is of the essence. All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information: 1) the Purchase Order number, 2) Name of the Article and Stock Number, 3) Quantity Ordered, 4) Quantity Shipped, 5) Quantity Backordered, and 5) Name of Contractor.
22. **TRAVEL TIME**
No payment for travel time to or from the job site shall be charged. Charges begin when the Contractor arrives at each job site and end when the Contractor leaves the job site. The Contract Administrator will verify time records.
23. **BILLING** Unless otherwise specified invoices are to be submitted to the "Bill To" address on the Purchase Order immediately upon completion of the shipment or services.
24. **PAYMENT** Payment shall be made after satisfactory performance of the contract/complete delivery in accordance with all of the provisions thereof, and upon receipt of a properly complete invoice. The City reserves the right to withhold any or all payment or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modification thereto. The acceptance by the Contractor of the final payment made as aforesaid, shall operate as and be a release to the City and every officer and agent thereof, from all claims by and liabilities to the Contractor for anything done or furnished for or relating to or affecting the work under the contract.
25. **TRANSFER OF TITLE** The Contractor warrants that title to all work, materials and equipment will pass to the City upon the receipt of payment by the Contractor, free and clear of all liens, claims, interests or encumbrances.
26. **DEFECTIVE MATERIALS/WORKMANSHIP** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. If the work shall be found to be defective or to have been damaged before final acceptance, the Contractor shall make good such defect in a manner satisfactory to the City, without extra compensation even though said defect or injury may have not been due to any act or negligence of the Contractor.
27. **CHANGES IN QUANTITIES/ITEMS** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion as given in the Bid or Proposal wherever it deems it advisable or necessary so to do and such changes shall in no way invalidate the contract nor affect the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity. The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items or services are being purchased.

The Contractor will be paid for the actual amount of authorized work done or material furnished under any item of the bid at the price bid and stipulated for such item. In case any quantity is increased, the Contractor shall not be entitled to any increased compensation over and above the unit price bid for such item, or any claim for damages on account of

loss of anticipated profits should any quantities be decreased. The Contractor shall be responsible for confirming the accuracy of the specified quantities prior to ordering materials or supplies and the City's payment shall be based on the actual quantities incorporated in the work and not the quantities specified in the bid document. The quantities must not exceed the contract specified quantities without specific written authorization of the Purchasing Agent and it is the Contractor's responsibility to obtain said authorization.

28. **DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive.
29. **EXTRA COSTS** If the Contractor claims that any instructions by the contract documents or otherwise involve extra compensation or extension of time, a written protest must be submitted to the Purchasing Agent within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.
30. **LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal and State laws and regulations. The Contractor shall observe and comply with all Federal, State, County and local laws and ordinances that affect the work to be done. The provisions of this contract shall be governed by the laws of the State of Maryland.
31. **INDEMNIFICATION OF THE MAYOR AND COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on the part of the Contractor, or subcontractors or agents thereof.
32. **ETHICS REQUIREMENTS** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.
33. **TERMINATION FOR CAUSE** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award made to next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor or his surety shall be liable to the City for costs to the City in excess of the defaulted contract prices.
34. **TERMINATION FOR CONVENIENCE** This Contract may be terminated, in whole or in part, upon written notice to the Contractor when the City determines that such termination is in its best interest. The termination is effective 10 days after the notice is issued, unless a different time is given in the notice. The City is liable only for payment for goods and services delivered and accepted or approved by the City prior to the effective date of the termination.
35. **EMPLOYEES** The Contractor shall employ only competent, skillful persons to do the work, and whenever the Project Manager shall notify the Contractor in writing that any person employed on the work is, in his opinion, incompetent, disobedient, disorderly, discourteous or otherwise unsatisfactory, such person shall be discharged from the work and shall not again be employed for this contract except with the consent of the Project Manager.
36. **LANGUAGE** If applicable, the Contractor shall appoint one or more crewmembers or supervisors to act as liaison with the City and emergency services personnel. All liaisons shall be fluently bilingual in English and the Contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.
37. **SENSITIVE DOCUMENTS** Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive document remaining in

the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be stored in a secure manner. After such records are no longer needed for record purposes, the records shall be destroyed or returned to the City.

38. **DOCUMENTS, MATERIALS AND DATA** All documents materials or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of, or developed as a result of this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The Contractor warrants that it has title to or right to use all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the Contractor or supplied by the City.
39. **IMMIGRATION REFORM AND CONTROL ACT** The Contractor awarded a contract pursuant to this bid shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the contract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.
40. **EQUAL EMPLOYMENT OPPORTUNITY** The Contractor will not discriminate against any employee or applicant because of race, creed, sex, national origin or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause

If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

41. **PERMITS AND REGULATIONS** Unless stipulated elsewhere in these specifications, the Contractor shall be responsible for obtaining and paying for all applicable permits. Where signatures of the City are required in connection with the obtaining of such permits, certificates, etc., the Contractor shall prepare the proper paperwork and present it to the City for signature. City of Rockville Permit fees shall be waived. If the Contractor ascertains at any time that any requirement of this contract is at variance with applicable laws, ordinances, regulations and/or building codes, notification to the Project Manager shall be made immediately and any necessary adjustment to the contract shall be made. Without proper notice to the Project Manager, the Contractor shall bear all costs arising from the performance of work the Contractor knows to be contrary to such laws, ordinances, etc.
42. **SERVICE OF NOTICES** The mailing a written communication, notice or order, addressed to the Contractor at the business address filed with the City, or to his office at the site of the work shall be considered as sufficient service upon the Contractor of such communication, notice or order; and the date of said service shall be the date of such mailing. Written notice shall also be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.
43. **PATENT RIGHTS** Whenever any article, materials, equipment, process, composition, means, or things called for by these specifications is covered by letters of patent, the successful bidder must secure, before using or employing such article, material etc., the assent in writing of the Owner or Licensee of such Letters of Patent and file the same with the City.

The said assent is to cover not only the use, employment, and incorporation of said article, material, equipment, process, composition, combination, means, or thing in the construction and completion of the work but also the permanent use of said article, material, etc., thereafter by or on behalf of the City, in the operation and maintenance of the project for the purposes for which it is intended or adapted. The Contractor shall be responsible for any claims made against the City, its agents and employees or any actual or alleged infringement of patents by the use of any such patented articles, etc., in the construction and completion of the work, and shall save harmless and indemnify the City, its agents and employees from all costs, expenses, and damages, including Solicitor's and Attorney's fees which the

City may be obligated to pay by reason of any actual or alleged infringement of patents used in the construction and completion of the work herein specified.

44. **ABANDONMENT OF OR DELAY IN WORK** If the work under the contract shall be abandoned by the Contractor, or if at any time the City shall be of the opinion and shall so certify, in writing, to the Contractor, that the performance of the contract is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of the contract or is executing the same in bad faith or if the work is not fully completed within the time specified for its completion, together with such extension of time as may have been granted, the City by written notice, may order the Contractor to discontinue all work there under, or any part thereof, within the number of days specified on such notice. At the expiration of said time the Contractor shall discontinue the work, or such part thereof, and the City shall have the power, by contract, or otherwise, to complete said work and deduct the entire cost thereof from any monies due or to become due the Contractor under the contract. For such completion of work the City may, for itself or its Contractor, take possession of and use or cause to be used any or all materials, tools, and equipment found on the site of said work. When any part of the contract is being carried on by the City, as herein provided, the Contractor shall continue the remainder of the work in conformity with the terms of the contract and in such manner as not to interfere with the City's workmen.
45. **SUBLETTING OR ASSIGNING OF CONTRACT** The City and the Contractor each bind themselves, their partners, successors, assigns and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract documents. Neither party to the contract shall sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein to any person, firm or corporation without the written consent of the other party, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City.
46. **SUBCONTRACTING** When allowed, bidders who intend to subcontract any portion of the work including delivery, installation or maintenance will submit to the City prior to the start of work: 1) a description of the items to be subcontracted, 2) all subcontractor names, addresses and telephone numbers and 3) the nature and extent of the work utilized during the life of the contract. This does not relieve the contractor from the prime responsibility of full and complete performance under the contract. There shall be no contractual relationship between the City and any subcontractor.
47. **NO WAIVER OF CONTRACT** Neither the acceptance by the City nor any order, measurement, certificate or payment of money, of the whole or any part of the work, nor any extension of time nor possession taken by the City shall operate as a waiver of any portion of the contract, or any right to damage therein provided. The failure of the City to strictly enforce any provision of this contract shall not be a waiver of any subsequent breach of the same or different nature.
48. **MEASUREMENT OF WORK AND MATERIAL** The work and material to be paid for will be measured and determined by the City according to the specifications and drawings. No allowance will be made for any excess above the quantities required by the specifications and drawings on any part of the work, except where such excess material has been supplied or work done by order of the City and in the absence of default or negligence on the part the Contractor. Should the dimensions of any part of the work or of the materials be less than those required by the drawings or the directions of the City, only the actual quantities placed will be allowed in measurement.
49. **CONTINGENT ITEMS & QUANTITIES** Items and quantities identified as being contingent are provided in the contract for use when and as directed by the City. These items are established for the purpose of obtaining a bid price. The quantities for these contingent items may be increased or decreased without any adjustment to the contract unit price bid or the contingent items may be deleted entirely from the contract by the City. The Contractor shall submit no claim against the City for any adjustment to the contract unit price bid, should the contingent items be increased, decreased or eliminated entirely. Payment for any contingent items used will be made on the basis of the quantities as actually measured and as specified in the Specifications.
50. **GUARANTEE PERIOD** The Contractor shall warrant and guarantee the work required under this contract for a period of twelve (12) months from the date of Final Acceptance. The Contractor warrants and guarantees to the City, that materials and equipment furnished under the contract shall be of good quality and new unless otherwise required or permitted by the contract documents, that all work will be in accordance with the contract documents, and that all work will be of good quality, free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The Contractor's obligation to perform and complete the work in a workmanlike manner, free from faults and defects and in accordance with the contract documents shall be absolute. The Contractor shall remedy, at his own expense, and without additional cost to the City, all defects arising from either workmanship or materials, as determined by the City, or City's representative. The obligations of the Contractor under this Paragraph shall not include normal wear and tear under normal usage.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

If the Contractor does not, within ten (10) days after notification from the City, signify his intention in writing or inaction to correct work, as described above, then the City may proceed with the work and charge the cost thereof to the account of the contract as herein before provided.

Warranty documents shall be furnished by the Contractor and shall be delivered to the City before final payment is made.

SPECIAL PROVISIONS

CONDITION OF EQUIPMENT, COMPONENTS, AND MATERIALS SUPPLIED

Equipment shall be new and free from defects. They shall be standard products of current manufacture. Unless otherwise noted in the specifications, contractor shall abide by specific manufactures' instructions and recommendations on installation and operations

The term "heavy duty", when used in this specification, shall mean that the bidder is to supply the largest size or the strongest component that is available as an option for the type of equipment described. The usage of a "brand name or equal" specification is for the purpose of describing a characteristic, a standard of quality, or the level of performance desired and is not intended to limit or restrict bidder competition. Bidder may offer any brand which meets or exceeds the specification UNLESS "brand name only" is specified. Bids on other makes and models will be considered provided the bidder clearly states on the bid proposal form what is being proposed and includes with the bid completed descriptive literature indicating how the characteristics of the item being offered meet the specifications. The City reserves the right to accept or reject items offered as an equal.

BROCHURE

Submit only one (1) brochure or literature describing the equipment you are offering in response to this bid.

PAYMENT TERMS

A check for 100% of the amount of the Purchase Order will be sent to the successful bidder within 10 (ten) working days when the follow two conditions have been met:

1. The piece of equipment is delivered to the address listed in Delivery section.
2. The delivered unit(s) are found to be in full compliance with the bid as awarded including all paper work, manuals, CD/DVD, warranties, and requested options.

Please call Pat Stroud at (240) 314-8485 with notification of the expected delivery date.

DELIVERY

The bidder shall deliver the equipment within the number of days offered on the bid proposal form. All deliveries are to be made to the Public Works Department / Fleet Services Division located at 14625 Rothgeb Drive Rockville, Maryland 20850. Please contact MVM 24 hours prior to delivery. The unit(s) shall be fully serviced and operational at time of delivery.

DEFECTIVE EQUIPMENT, SUPPLIES AND SERVICES

Defective or unsuitable materials, components, workmanship or unit operation shall be rejected and shall be made good by the contractor. If any aspect of the item supplied is found to be defective or damaged before final acceptance, the contractor shall make good such defects in a manner satisfactory to the City, without extra compensation even though said defect may have not been due to any act or neglect of the contractor.

PROVIDE THE FOLLOWING UPON DELIVERY:

MANUALS

Contractor shall provide:

- One (1) operator's manual for each unit provided
- One (1) maintenance/part manual to include the hydraulic schematic, electrical schematic, and parts diagram and listing
- CD/DVD style manual preferred

SUBMITTALS

The following items shall be submitted with the bid:

- a. Bid Proposal Forms (pages 12-16)
- b. W-9 (see page 1)
- c. Affidavit (page 17)
- d. Metropolitan Washington Council of Governments Rider Clause (page 18)

TECHNICAL SPECIFICATIONS

HYDRAULIC MATERIAL SPREADER

Acceptable Units: Swenson, Western, Warren – brand name or equal

Model: Stainless steel, V-body, with Auger

Overall Dimension: Length 9' maximum, height 54" (+/-) to adjust to capacity.

Body: The body shall be constructed of not less than 10 gauge stainless steel and sized to provide a capacity of 6.0 cubic yards with the contents level to the top of the hopper without the use of side extensions. The sides of the hopper shall have a slope of approximately 45° and be reinforced with not less than four evenly spaced gussets of 10-gauge steel welded on each side. All inside seams shall be of continuous welds. The body shall be welded on two (2) length skids not less than 4" wide designed to carry the completed unit loaded to the maximum capacity and volume.

Mounting: This unit will be carried inside the body of a dump truck and will be removed at the end of each winter season. A kit for mounting the spreader to the dump body of the truck shall be provided. It shall include four (4), 2"x 5" nylon straps ratchet hold-downs with a 10,000 lbs load rating (each). In addition there shall be four (4) "J" latches and four (4) reinforcing plates for attaching the straps to the dump body and spreader.

A tailgate latch will be used for additional support in securing the V-box spreader to the dump bed. An angle iron of 4"x4" and of sufficient length to reach the tailgate latches will be furnished along with a 1¼" x 10" shaft.

Hangers: The material spreader will be stored by suspending the unit above the ground from a frame built of the purpose. In order to safely accomplish this task, the unit shall be provided with a heavy-duty steel hanger loop located at each corner of the hopper.

Auger: The auger shall extend for the full length of the hopper and be constructed out of 4" O.D. steel tubing. The flighting shall be along the full length of the auger and fabricated out of not less than 1/2" hard faced steel.

Spinner Assembly: The spinner chute assembly shall be constructed out of 12 gauge steel and have provisions for height adjustments above the ground. The assembly shall have four (4) steel plates [3 adjustable and 1 fixed] surrounding the spinner disc in order to provide some measure of control over the direction and distance for the material being dispensed. The chute shall be provided with rear mounted hinges that will allow the chute to pivot up and out of the way in order to facilitate the unloading of any surplus material from the hopper.

Cover Grid: The top of the hopper shall be provided with a protective grid or top screen constructed out of not less than 3/8" steel rod welded to form a 2 ½ " square mesh which is framed by a combination of 1/4" x 1½" flat steel and 2 " angle iron with edge supports reinforced by ¼" x 1" flat bars. The top screen shall be removable and have the "Dock and Lock" type hinge. Screen utilizing hardware that may vibrate loose is not acceptable.

NAME OF BIDDER _____

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Controls: The unit shall be easily adaptable to the Pittsburgh Touch Command central hydraulic controls system. The City's MVM staff will adapt the controls on the truck to the spreader. The control valves shall be equipped with dials that allow the operator to individually control the speed of the auger and the spinner. In addition, the valve will incorporate a master control in the form of an on-off lever that can be used for starting or stopping the spreader without affecting the speed settings.

Manuals: At the time of delivery, the contractor shall provide one operator's manual and one maintenance/part manual for each piece of equipment delivered. This is to include:

- Hydraulic schematic
- Electrical schematic
- Parts diagram & listing
- CD style manual preferred

Please note all product information or exceptions in the space provided in right column of this table.	
ITEM	EXCEPTIONS:
WARRANTY	
ITEM	Warranty Coverage

NAME OF BIDDER _____

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POWER REVERSE SNOWPLOW

Background: The snowplows will be mounted on 39,000 – 40,000 GVWR dump trucks equipped with front axles with a rating ranging from 13,000 to 16,000 lbs.

Acceptable Units: Valk RV103-116PR/HD - brand name or equal

POWER REVERSE SNOWPLOW

Specifications are written to the Valk RV103-116PR/HD. The use of the Valk is for the purpose of describing characteristics, standard of quality, and level of performance desired by the City of Rockville. This specification is not intended to limit or restrict bidder competition.

- Dimensions: Overall Width: 10'
- Height: 42"
- Hinge Point Centers: 116" with 5 pinning points
- # of Vertical Ribs: 8
- # of Horizontal Ribs: 2
- Thickness of Moldboard: 3/16" continuously welded
- Must have built-in style snow shield
- Rubber Snow Shield: 3/8" x 12" running the entire length of moldboard..
- Cutting Edge: Steel, 1/2 " x 6"
- Unit Weight: 2,000 lbs. +/-
- Fully enclosed dual trip spring assembly.
- Adjustable caster wheel assemblies equipped with grease fittings.
- Power Reverse - angled by means of two 2-1/2" x 10" single acting cylinders with a mechanical locking mechanism. 5/8" minimum ratchet plate.
- Lift chain cushion spring.
- Back-up angle and semi-circle: Must be a minimum 4" x 4" x 5/8" angle
- HITCH ASSEMBLY: Universal fit, bumper to front axle style design. Valk Model MD-700 with 3" x 10" D.A. lift cylinder 2" rod
- One set of spare casters

Manuals: At the time of delivery, the contractor shall provide one operator's manual and one maintenance/part manual for each piece of equipment delivered. This is to include:

- Hydraulic schmatic
- Electrical schmatic
- Parts diagram & listing
- CD style manual preferred

NAME OF BIDDER _____

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Please note all product information or exceptions in the space provided in right column of this table.

ITEM	EXCEPTIONS:
WARRANTY	
ITEM	Warranty Coverage

NAME OF BIDDER _____

RETURN THIS FORM IN DUPLICATE

**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND**

INVITATION FOR BID 49-11
Snowplow and Material Spreader Equipment

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH YOUR BID IN DUPLICATE.

Bidders may bid on one or both items.

In accordance with your notice and requirements contained in the specifications of this bid, we propose to supply the following items (fill in details below):

Item #	Item Description	Year / Make / Model	Qty	Unit Price	TOTAL COST
1	Snowplow & Assembly		2	\$ _____	\$ _____
2	Material Spreader		2	\$ _____	\$ _____

Delivery of the proposed Snowplow & Assembly will be _____ days after receipt of purchase order.

Delivery of the proposed Material Spreader will be _____ days after receipt of purchase order.

Units shall be delivered between the hours of 8:30am and 3:30pm Monday through Friday to:
City of Rockville / Motor Vehicle Maintenance, 14625 Rothgeb Drive, Rockville, Maryland 20850

ADDENDA RECEIVED			
DATE		Number	

VENDOR INFORMATION			
Company Name			
Company Address			
City		State / Zip	
Telephone		Fax Number	
Company Representative			
E-Mail Address			
U.S. Treasury Employer's Identification Number			

VENDOR'S SIGNATURE	DATE

NAME OF BIDDER _____

RETURN THIS FORM IN DUPLICATE

AFFIDAVIT

I hereby affirm that: I am the _____ and the duly authorized representative of the firm of _____
 whose address is _____

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.

I further affirm:

AFFIDAVIT OF QUALIFICATION TO CONTRACT WITH A PUBLIC BODY

1. Except as described in Paragraph 2 below, neither I nor the above firm nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:

- (1) bribery, attempted bribery, or conspiracy to bribe.
- (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
- (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
- (4) a criminal violation of an anti-trust statute.
- (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
- (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (7) conspiracy to commit any of the foregoing.

B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any]. _____

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit is to be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.

NON—COLLUSION AFFIDAVIT

1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.

Signature and Title _____

Printed Name _____ Date _____

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Metropolitan Washington Council of Governments Rider Clause

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS' COMMITTEE.

- A. If authorized by the bidder(s), resultant contract(s) will be extended to any or all of the listed members as designated by the bidder to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing such contract(s) will place its own order(s) directly with the successful contractor. There shall be no obligation on the part of any participating member to utilize the contract(s).
- C. A negative reply will not adversely affect consideration of your bid/proposal.
- D. It is the awarded vendor's responsibility to notify the members shown below of the availability of the Contract(s).
- E. Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction.
- F. The issuing jurisdiction shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the awardee.

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

YES NO JURISDICTION

YES NO JURISDICTION

☐ Alexandria, Virginia
☐ Alexandria Public Schools
☐ Alexandria Sanitation Authority
☐ Arlington County, Virginia
☐ Arlington County Public Schools
☐ Bowie, Maryland
☐ Charles County Public Schools
☐ College Park, Maryland
☐ Culpeper County, Virginia
☐ District of Columbia
☐ District of Columbia Courts
☐ District of Columbia Public Schools
☐ District of Columbia Water & Sewer Auth.
☐ Fairfax, Virginia
☐ Fairfax County, Virginia
☐ Fairfax County Water Authority
☐ Falls Church, Virginia
☐ Fauquier County Schools & Government, Virginia
☐ Frederick, Maryland
☐ Frederick County, Maryland
☐ Gaithersburg, Maryland
☐ Greenbelt, Maryland
☐ Herndon, Virginia
☐ Loudoun County
☐ Loudoun County Public Schools
☐ Loudoun County Sanitation Authority
☐ Manassas, Virginia
☐ City of Manassas Public Schools

☐ Manassas Park, Virginia
☐ Maryland-National Capital Park & Planning Comm.
☐ Metropolitan Washington Airports Authority
☐ Metropolitan Washington Council of Governments
☐ Montgomery College
☐ Montgomery County, Maryland
☐ Montgomery County Public Schools
☐ Prince George's County, Maryland
☐ Prince George's Public Schools
☐ Prince William County, Virginia
☐ Prince William County Public Schools
☐ Prince William County Service Authority
☐ Rockville, Maryland
☐ Spotsylvania County Schools
☐ Stafford County, Virginia
☐ Takoma Park, Maryland
☐ Upper Occoquan Sewage Authority
☐ Vienna, Virginia
☐ Washington Metropolitan Area Transit Authority
☐ Washington Suburban Sanitary Commission
☐ Winchester, Virginia
☐ Winchester Public Schools

Vendor Name/ Revised 5/3/11

NAME OF BIDDER _____

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